

From Trustees of Eudora Lodge #42 I.O.O.F.

To W.H.Cole et al

State of Kansas Douglas County, ss;
This instrument was filed for record on
the 23rd day of Sept. A.D. 1924 at 3:00PM

Register of Deeds.

By *Joe Millman* Deputy.

IN CONSIDERATION of the payment of the debt named therein, the undersigned Trustees of Eudora Lodge No 42, I.O.O.F. of Eudora, Kansas, hereby release the Mortgage made by W.H.Cole and Jane Cole his wife to Trustees of Eudora Lodge #42 of Eudora Ka. and recorded in Book 2, of Mortgages, at page 395-7 full Jan. 24, 1883.

As Witness my hand at this 17th day of Sept. A.D. 1924.

Eudora Lodge No. 42, I.O.O.F. of Eudora, Kan
William Lotholz)
Gus Ziesenis) Trustees.

State of Kansas ()
County of Douglas ss;

On this 18th day of September 1924, before me, a Notary Public, in and for said County and State, came William Lotholz & Gus Ziesenis Trustees, I. O. O. F. Lodge #42 Eudora, to me personally known to be the same persons who executed the foregoing Release and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.

Adolph Lotz Jr. N.P.

My Commission expires on the 29th day of January 1927.

MORTGAGE.

From G. E. McClanahan et ux.

To The Aetna Building & Loan Association.

State of Kansas, Douglas County, ss;
This instrument was filed for record on
the 24th day of September, A.D. 1924 at
10:15 AM.

Register of Deeds.

By *Joe Millman* Deputy.

Know all Men by these Presents, That G. E. McClanahan and Kathryn McClanahan, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Four Hundred Dollars in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, do hereby sell and convey unto The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Douglas and the State of Kansas, to-wit:

North one-half of Lot Thirteen (13) and all of Lot Fourteen (14), Block Forty (40) Leecompton Douglas County, Kansas.

To Have and To Hold the above granted premises, with all the appurtenances thereto belonging unto the said Grantee and its successors, forever.

And the said Grantors for themselves and their heirs, executors and administrators, covenant with the said Grantee and its successors, that the said premises are free from incumbrance, and that they have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said Tgh Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

The Conditions of This Mortgage are such, That whereas the said G. E. McClanahan and Kathryn his wife, have assigned, transferred and set over unto the said Aetna Building and Loan Association as a further security for the payment of the promissory note hereinafter mentioned One Share of Series Stock in Class "A" No. 58555 issued by The Aetna Building and Loan Association, on which the monthly dues are \$2.50 dollars, payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association their promissory note, calling for the sum of Four Hundred Dollars with interest at the rate of Three and 33/100 Dollars per month; both interest and dues payable on the fifth day of every month sufficient assets accumulative to pay to each shareholder five hundred dollars per share for each share of stock held by him, according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures as follows:

\$400.00

First Mortgage Real Estate Note.

No 58555.

For Value Received, We do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date Four Hundred Dollars, with interest thereon from date thereof, in monthly installments of \$3.33 Dollars, also monthly dues on One share of stock in the sum of Two and 50/100 Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said Association, and in case of default in the payment of interest, or dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereon, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall after such default bear ten per cent interest per annum. Appraisement waived.

Dated at Leecompton Kansas, the 10th day of September 1924.

G. E. McClanahan.

Kathryn McClanahan.

Now if said G. E. McClanahan and Kathryn McClanahan his wife, their heirs assigns, executors or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all

Do Release the Book 65, page 211